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ABSTRACT

With the growth of collective bargaining in California community colleges, the collective bargaining agreement has begun to replace faculty handbooks and college policy manuals as the statement of management/employee relations, work conditions, and benefits. This has led many to conclude that the college handbook is outmoded and inconsequential and should be eliminated. College handbooks can, however, have a continued role as information and rule supplements and as educational complements to collective agreements, stressing institutional purposes, curriculum construction, staff development, and other areas central to maintaining quality programs and services. A review of certified and classified employee handbooks and contracts received from 56 California community colleges with bargaining agreements revealed the following: (1) 17 of 36 certified employee handbooks made reference to collective bargaining agreements, with all 17 containing statements on the authenticity of the agreement and disclaimers about the informal status of non-contract information; (2) only 5 of 18 classified staff handbooks made reference to contractual agreements; (3) a similar disassociation from agreements was noted in 24 part-time faculty handbooks; and (4) certain sections were standard in the certified contracts studied (e.g., the association rights, benefits, compensation, and grievance procedures), though significant differences were found in relation to management rights clauses. College handbooks can have continued relevance if they are adapted to the new era of collective bargaining and supplement and complement the contract. (HB)

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A CASE FOR THE COLLEGE HANDBOOK IN AN ERA OF COLLECTIVE BARGAINING

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It should come as no surprise that collective bargaining agreements have begun to replace faculty handbooks, staff handbooks, and even board policy manuals as official policy-procedural documents of unionized community college districts. Particularly noted in California, contracts for both certificated (faculty) and classified (staff) personnel are preempting the classic faculty handbook popular in the 1950s and 1960s. Although more district/college policy manuals are still in use than handbooks, contracts have also lessened the reliance on the publication of policy manuals. Board policies tend now to have been absorbed in the contracts, and the advent of agreements appears actually to have reduced the number of policies adopted by boards of trustees.

Legal precedence is a prime reason for the replacement of faculty handbooks and manuals. While existing handbooks carry disclaimer statements, confusion on the authenticity of policies and procedures stated in handbooks, and clauses in the contract frequently occurs. For that reason alone, many districts have given up publication of handbooks for both certificated and classifed personnel. Others have eliminated or are considering eliminating these documents in favor of manuals containing policies and procedures not yet encompassed by collective bargaining. With the onset of contracts, college personnel groups are referred to as "covered" under negotiated agreements, inferring that handbook material is inconsequential because it is not binding, and at best is only tentative.

Legal complicatons are readily recognized in multi-unit districts where before collective bargaining, the individual colleges exercised flexibility in interpreting board policy. College faculty handbooks within the district vary considerably on important procedures; such as, faculty hiring and assignment, budget allocation, scheduling, and faculty evaluation. Now in California, these are negotiable districtwide under the Rodda Act (SB 160). Apprehension is expressed particularly by management that if the colleges continue to differ procedurally as verified in handbooks, district faculties and other employees under contract might press for these more liberal interpretations. Board policy challenges, especially when brought through grievance procedures to the P.E.R.B. Board, could be unnecessarily complex, difficult, and costly. The best way to blunt the power of handbooks is to eliminate them.

The faculty handbook of past decades did not concentrate on education. While highly individualistic, the document was in reality more a bulletin of information. Written in less formal language than the policy manual, the handbook summarized board policy and specified supporting procedures. Heavily documented with policy, it was often the district/institutional rule book, an encyclopedia of useful information. Orientation of new faculty was one of its important uses. However, the faculty handbook of past decades did not emphasize instruction. Despite occasional references to "qualities of good teaching," "what students expect of their instructors," "how to study," the document as a comprehensive policy and procedural source book, was more descriptive than creative.

The comprehensive contract, a term explicitly describing most current agreements, is not as comprehensive as the traditional faculty

handbook. Protective clauses naming jurisdictions of both the sponsoring agent and management and detailed stipulations controlling the work environment and employment conditions are the priority concerns. Material that might be referred to as "educational" appears to have been de-prioritized; i.e., institutional purposes and supporting functional objectives, instructional programs, services for students, and professional growth. Jurisdictions are sharply defined in sections naming association/federation rights, management rights. Protective clauses are prominent; i.e., evaluation processes and grievance procedures, which in a few districts include levels three and four of arbitration. The work environment is stipulated in great detail in sections entitled work assignments, leaves, vacation calendars, classroom and facilities jurisdictions, transfers, retirements, and a host of so-called fringe benefits.

Collective bargaining is no longer a new experience for community colleges. Legally authorized in California by Senate Bill 160 effective June 1, 1976, contractual negotiation has spread rapidly over the state. By May 1977, at least 42 of the state's 70 district boards of trustees had been petitioned by faculty for exclusive representation, and 12 districts were, at that time, negotiating contracts with recognized faculty units.[4] Three years later, 54 of 70 districts had adopted faculty collective bargaining, and 63 of 69 districts were organized for classified employee collective bargaining.[5] Over 80 per cent of California community college districts have quickly shifted from "an informal faculty-administration relationship of unequals into a formal relationship of more nearly equal parties."[6]

The purpose of this writing is to refute claims recently made by community college leaders that handbooks are outmoded and inconsequential,

and should be replaced by comprehensive collective bargaining agreements. A second determination is to document a proposal that maintaining handbooks as (1) information and rule supplements and (2) educational complements to agreements is an advantageous decision. Examples are readily available to illustrate the first responsibility--informational and rule supplement.

To fulfill the second role--and educational complement, the handbooks should necessarily be changed from fact bulletins to educational documents--documents stressing institutional purpose, the instructional process, curriculum construction, staff development, and other dimensions central to the basic responsibility of maintaining quality instructional and service programs. Both potentially beneficial directions for faculty handbooks will be explored. Attention will be given to certain important clauses of contracts, and a listing of unique, unusual or extensively covered items will be added for district/college interchange and the possibility of forecasting trends in negotiations. Concluding tables will offer a listing of informational items and material on instruction and services normally classified as non-negotiable.

Documents examined were provided by 64 community colleges representing 56 districts. Additional material came from five multi-unit district headquarters. The 56 districts are represented in the tally of documents.

Handbooks (Certificated Employees)

Attention will first be given to faculty handbooks or similar publications received from districts having cerificated employee collective bargaining agreements--36 in number. Of the 36, 17 establish some

connection with the agreement, and 19 make no such reference. Apparently, half of the certificated handbooks have not caught up with the contracts. Mention of the agreement that carries legal precedence would appear to be essential if the handbook is to maintain credibility. The framework of laws and regulations, beginning with federal statute, The State Constitution, the State Education Code (Title 5), now includes contractual agreements that, when tested, may supercede laws and code regulations. At minimum, identification in handbooks concerning policies now found in agreements is necessary.

The Chabot College Faculty Handbook (1981-82) (South County Community College District) illustrates the point. The following acknowledgement appears on the cover:

> This faculty handbook should be read together with the collective bargaining agreement between the district and The Chabot College Teachers Association CTA/NEA (exclusive bargaining agent). The material in the faculty handbook is applicable to all bargaining unit members if not in conflict with the collective bargaining agreement in effect.

On Page IX of the handbook, reference is made to other documents that also contain information on rules, regulations, and policies of the college. Faculty are reminded to read these in conjunction with related sections of the faculty handbook. Establishment of relationships among the college publications is indeed a valuable contribution to the communication system.

The 17 documents associated with district contracts add citations from the agreement within a traditional handbook format. Comprehensive in content (those from Chabot, Los Angeles Valley, and Yuba were most

comprehensive) all 17 provide complementary and supplementary material. Several include the actual contract: King's River, Pasadena, Santa Ana, and Yuba colleges. The Porterville handbook contains sections from the contractual agreement. Similar to Chabot, all contain statements, often in the foreword or preface, on the authenticity of the agreement, and disclaimers referring to the informal status of non-contract information. In addition to the official agreement, the Pasadena handbook carries the faculty senate constitution, bylaws, and standing rule and policies. Material in the 17 documents is characterized as operational information and is presented in convenient and easily accessible forms. The supplementary information is described in different phraseologies as material not preempted by the contractual agreement.

Evidence noted in four of the 17 certificated faculty handbooks suggests that a new type may be emerging - a briefer, more succinct interim document containing newly negotiated policies with supporting procedures keyed to board-approved material and Education Code (Title 5) citations. The foreword to the Chaffey Faculty Handbook, for example, is written and endorsed by the Certificated Negotiating Team. Material included represents the accumulated negotiated policies concerning wages, hours, and working conditions. New and modified agreements are added annually. Each section is preceded by a statement of philosophy or purpose that serves as a rationale for the section. Board approval dates follow.

The Porterville handbook contains items taken from the section on grievance, and a memorandum of agreement giving the intention of the board and the exclusive representative. This is similar to the statement on concerted activities often seen in recognition clauses of agreements.

Foothill-De Anza District appropriately uses the title: "Terms and Conditions of Employment for Certificated Employees." The material was adopted by the Board of Trustees after the exhaustion of the statutory impasse procedures. Also included are tentative agreements already reached and other articles incorporating the recommendations of the neutral chairman of the factfinding panel. The information is therefore referred to as terms and conditions of employment, not the agreement.

The College of the Canyons handbook has been modified, to be considered an interim document. Appendices contain policies and procedures that continue until new agreements are reached.

The Vista College handbook introduces two new features to the standard source of information on wages and working conditions; a series of course outlines printed on the Peralta District form, and short articles and papers written by faculty members dealing with various aspects of teaching. The section is concluded by a glossary of educational terms and a basic bibliography. "Innovative abstracts" are also appended from the National Institute for Staff and Organizational Development of the North American Consortium.

Handbooks (Classified Employees)

Only a small number (5 of 18) of classified staff handbooks received make reference to contractual agreements. Several others refer to board policy, but not the classified contract. Those published by the San Diego and Coachella Valley districts are by far the most comprehensive received. The West Valley handbook contains examples of duties and qualifications associated with 39 classified staff positions. However, the classified handbook, on a statewide basis, is not in tune with collective bargaining agreements.

A similar disassociation with agreements was noted in the 24 part-time hourly or continuing education faculty handbooks. Special mention on a positive tone is made of the Continuing Education Division Faculty Handbook (1981-82) published by the Rancho Santiago District. The foreword contains an acknowledgement in bold face -- a recommended procedure for districts.

> The terms and conditions contained herein are subordinate to, and subject to the terms and conditions of, any collective bargaining contract reached between the district and the exclusive representative of the certified staff. All information contained herein is subject to amendment, alteration, deletion, and change during the course of the fiscal year 1981-82 subject to application of state law, (p-2).

The Merced College handbook is mentioned for sections on "The Learning Process" and "Methods and Techniques of Teaching," areas where part-time instructors tend to be underprepared. The Monterey Peninsula District is also commended for similar sections in its Community Education Instructors Handbook (1980-81).

Six of the 56 districts publish handbooks addressed to the administrators/managers group. Four of these, from Merced, Rancho Santiago, Solono County, and Yosemite districts, are written specifically for the management team. The other two, Cabrillo and Sierra, include the confidential employee group. One other, from the San Diego District where a formal contract exists, is prepared for the Association of Confidential Employees. Products, no doubt, of the collective bargaining era and the massive accumulation of Education Code regulations, these handbooks now serve as basic guides to policies and procedures for managers as distinct from faculty and service personnel.

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The complexity of the current State Education Code and the rigidity of collective-bargaining agreements have created policy and responsibility differences between certificated and classified personnel answering to the same administrator/manager, as well as differences between similar types of administrators/managers. Precise definitions of certifcated and classified managers, supervisors, and confidential employees ought to be cited initially ahead of sections on duties, responsibilities, benefits, et al. Due process policies for administrators/managers found in the Code and district board policy should also be prominent.

The handbook for chairpersons published by Los Angeles City College is a specialized comprehensive document for department leaders. It is prepared in loose leaf format to accommodate current bulletins. Two others are representative of recent emphases: Handbook for Coordinated Instructional Systems Course Learning Managers and the Emeritus Faculty Handbook, both from Coastline Community College. The former offers logistical material pertinent to C.I.S. course processing including in an explanation of the Testing Prescriptive Feedback System (TPF), the service associated with examination preparation and student feedback. The latter contains a rather extensive bibliography of gerontology together with special sections on teaching techniques.

Collective Bargaining Contracts

Contracts reviewed for this study (25 certificated and 20 classified employees vary considerably from district to district. Both types are indeed comprehensive in scope and content. Due in large part to Senate Bill 160, the "laundry list" has lengthened following the first negotiated contract. Paragraph 2 of the "Scope of Bargaining" section of the law

assures the increasing complexity of succeeding agreements:

> In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the employer under the law.[7]

Certain sections are standard: the recognition statement (effect, scope, and duration clauses) association rights, the work environment, benefits and compensations, salary schedules, personnel evaluation, grievance policies (only a few with binding arbitration clauses) leave policies, and other adenda.

The district/management rights clause is one of the controversial issues in the preparation of agreements: whether to include specifically-stated rights or to state these perogatives in broad and general terms. Followers of the latter view management rights as inherent and therefore specific statements are superfluous; others feel that management rights should be stated clearly and in detail "to fortify the continuing validity of management functions and to preclude their surrender by implication or default."[8] Agreements with specifically-stated management rights clauses that rival association rights clauses in clarity and detail are more easily understood and interpreted than obtuse general statements. Needless controversy is avoidable if rights and responsibility clauses for both sides are hammered out in great detail. Without this precision, management stands to lose. Items not specifically covered in management rights clauses are easily forfeited. As Stalcup and Bryant point out: "[as a general rule] once an item is released whether specifically or by implication or default, it is gone forever."[9]

Strong management rights clauses are particularly crucial when arbitration becomes necessary. Again, clarity and specificity favor management. Although only a few California community college districts include binding arbitration in their contracts, the number is likely to increase substantially in the immediate future.**

**1 district (of 70) uses binding arbitration and 1 advisory arbitration for settling disputes in negotiations with certificated personnel, and 8 districts use binding arbitration and advisory arbitration for settling grievances when necessary with classified personnel. (Source: Donald M. Ross. "A Second Bird's Eye View of Collective Bargaining in California Community Colleges." op.cit., Tables I and II).

A strong management rights section should contain a "rights and authority" clause conferred by law to direct, manage, and control the affairs of the district except as limited by the specific terms of the agreement. Items in this clause should include:

1. a determination of organizational structure and delegation of such responsibilities,
2. a determination of financial structure,
3. acquisition, administration, and disposition of property,
4. a determination of services to students and the community-at-large,
5. utilization of personnel,
6. the right to make final decisions on matters related to the instructional program with appropriate referrals on specific matters,
7. the assignment of faculty,

8. adoption of reasonable safety and security rules and regulations, and,

9. determination of the requirements for, and to manage and control district facilities.

A "waiver" clause is also advisable, allowing the district to exercise, if necessary, the above responsibilities in different ways.[10] A "protective" clause, in addition, is necessary to preclude the management rights section from becoming grievable.[11] An "emergency" clause is recommended to fix the district's right "to rescind policies and practices referred to in this agreement temporarily as required by an emergency. . .the union shall have the right to subject such declaration and decisions made therein to the provisions of the grievance procedure, Article 22."[12]

Of the certificated contracts reviewed only 3 contained the above clauses in full clarity and detail -- agreements from Coast, El Camino, and San Francisco districts. Four others gave considerable but not as full attention to the items: Compton, Grossmont, Mendocino, and Los Rios districts. Management rights sections were found to be comparatively broad and implied in agreements from Los Angeles, San Digeo, and State Center districts.

A similar pattern was found in the classified contracts. Using the several certificated agreements as the model, four of the 20 classified contracts studied were considered to give full attention to depth and scope of management rights and responsibilities: from Allan Hancock, El Camino, Long Beach, and San Joaquin Delta districts. Primarily for legal requirements, several rights not found in certified agreements were included in two contracts for classified employees: suspension or dismissal, reduction of hours, and termination or partial termination of services (El Camino and San Joaquin Delta).

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The use of the long form instead of the abbreviated form of management rights clauses is preferable if both parties are to negotiate on equal footing. However, there is no substitute for experience and maturity gained at the bargaining table.

The following compilation of unique, unusual, or extensive coverage items in certificated and classified agreements, in addition to those mentioned in the body of the report, could reveal unnoticed trends in contract preparation for the benefit of both negotiating parties:

Table I.

SOURCES OF UNIQUE, UNUSUAL, OR EXTENSIVE COVERAGE ITEMS IN CERTIFICATED AND CLASSIFIED AGREEMENTS OF SELECTED CALIFORNIA COMMUNITY COLLEGE DISTRICTS

Topic	District/Institution	Agreement	Date
Academic Freedom	Peralta	Certificate Accelerated Instructional Program Employees	1980-83
Academic Senate	Los Rios	Certificated	1978-81
Accelerated Instructional Program	Peralta	Certificated (above)	1980-83
Arbitration	El Camino	Classified	1979-81
Bargaining Unit Classifications	El Camino	Classified	1979-81
	Long Beach	"	1980-83
	San Joaquin Delta	"	1980-83
Categorical Employees	San Francisco	Certificated	1981-84
Classification of Faculty	Contra Costa	Certificated	1981-83
	El Camino		1981-84
Definitions	College of Sequoias	Classified	1981
	El Camino	"	1979-81
	(For a list of the most important definitions of words and terms used in the Rodda Act, see: Paul Prasow. "Understanding the Rodda Act SB 160)" Institute of Industrial Relations, UCLA, unpublished paper, 1975, pp. 5-6).		
Disciplinary Actions	Peralta	Certificated	1980-83

Topic	District/Institution	Agreement	Date
Distribution Policy on Materials	Long Beach	Certificated	1980-82
Faculty Handbooks	Mendocino	Certificated	1980-83
	Yuba	"	1980-83
Fees for Use of District Facilities	Los Rios	Classified	1979-81
Fields of Instruction	Los Angeles	Certificated	1980-81
Governance	Los Rios	Certificated	1978-81
Intracollegiate Relations	El Camino	Certificated	1981-84
Job Stewards	San Joaquin Delta	Classified	1980-83
Nepotism	Coast	Classified	1981
Part-time Faculty	Contra Costa	Certificated	1981-83
	Long Beach	"	1980-82
	Saddleback	"	1981-83
	San Diego	"	1981-84
Patents and Copyrights	Coast	Certificated	1980
	Compton	"	1979-82
	San Diego	"	1981-84
Performance Appraisal Forms	Rancho Santiago	Classified	1981-82
Procedure for Implementing a Modified Agency Shop	Long Beach	Classified	1980-83
Professional Growth	Los Angeles	Certificated	1980-83
Professional Growth Program	Cerritos	Classified	1980-82
	El Camino	"	1979-81
	Foothill-DeAnza	"	1980-83
	San Diego	"	1981-84
Settlement of Differences by Peaceful Means	Butte	Certificated	1978-81
Newspaper (Tabloid) Format	Los Angeles	Certificated	1980-83

The continuation of the faculty or classified employee handbook as a viable document is, in large part, contingent on its adaptability to the new era of management/employee relationships. Collective bargaining agreements have become the official and legal rule books. The surviving handbooks are developing in either of two directions: informational and rule supplements and educational complements to contracts. Examples of each format, and some that illustrate both, were given in the text. In turn, a few agreements have been broadened to include non-agreement materials as appendices. These were referenced in the foregoing table.

Handbooks were originally created as primary informational documents and major communications links between faculty/staff/administration and the institution. They further advised faculty and staff on more effective ways to serve students. If planned as complementary and supplementary to the collective bargaining contracts, these publications can still continue to serve productively.

References

1. John Lombardi. "Bulletins of Information." Junior College Journal. November 1953, pp. 132-5.
2. Frederick C. Kintzer. Faculty Handbooks in California Public Junior Colleges. Occasional Report #1, UCLA Junior College Leadership Program. April 1961, p. 4.
3. _____ _____. "Faculty Handbooks Restudied." Journal of Secondary Education, November 1966. p. 315.
4. Donald M. Ross. "A Bird's-Eye View of Collective Bargaining in California Community Colleges." Memorandum to District Superintendents and Trustees. Sacramento: CCCT, May 19, 1977, p. 1.
5. _____ _____. "A Second Bird's-Eye View of Collective Bargaining in California Community Colleges." Memorandum to District Superintendents and Trustees. Sacramento: CCCT, November 5, 1980, p. 1.
6. John Lombardi. "Changing Administrative Relations Under Collective Bargaining." ERIC Junior College Resource Review, June 1979, p. 1.
7. Chancellor's Office, California Community Colleges. "Analysis of SB 160 -- Collective Bargaining for Certificated Employees." unpublished report, undated, p. 1.
8. Robert Stalcup & Jerry Bryant. "Don't Be Wrong About Management Rights. . ." Community and Junior College Journal. October 1979, p. 20.
9. Ibid., p. 21.

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10. Agreement Between El Camino Community College District and El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO July 1, 1981 June 30, 1984, article II, pp. 1-3 (as discussed in Stuart E. Marsee. Managers Have Rights, Too." Community and Junior College Journal. April 1981, pp. 35-37).

11. Maria Christina Sheehan. An Investigation of the Impact of Management Rights Clauses on Grievance Arbitration in California Community Colleges. Abstract of dissertation. Pepperdine University, 1981, p. Viii.

12. Agreement for Fiscal Years 1981-82, 1982-83, and 1983-84 Between San Francisco Community College District and the San Francisco Community College Federation of Teachers AFT, Local 2121, AFL/CIO., articles 6.3 and 6.4, p. 6.

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